

# American Recovery Association, Inc.

# \$5,000,000

## Client Protection Bond



ISSUED IN THE NAME OF

**KNOW ALL MEN BY THESE PRESENTS**, that effective at 12:01a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ that the **AMERICAN RECOVERY ASSOCIATION, INC.** (herein after "ARA") does by this instrument enter into a self-insuring bond up to a total maximum of \$5,000,000 in any policy period to indemnify the customers of the ARA membership against those acts of ARA members, their agents, servants or employees as set forth hereinbelow and upon the terms and conditions of this instrument.

### 1. WHO IS COVERED

Those persons who are entitled to be indemnified under this bond are collectively referred to as the insured and fall into one of these classes: (1) Customers, (2) The ARA itself, and (3) The individual Officers and/or Directors of the ARA.

**Customer** is defined as a credit grantor who has assigned to an ARA member a delinquent account for repossession of certain collateral property against which said customer holds a secure interest, the payment of which said account is on default. The Customer shall have executed in behalf of the ARA member either a) the standard form of Confirmation Letter with Hold Harmless Clause as contained in the ARA directory, b) an electronic assignment, or c) an assignment by facsimile. The Customer shall be indemnified under this bond for loss sustained by such acts of the ARA member as hereinafter set forth, upon compliance with the requirements set forth in the ARA Directory.

**ARA** – The American Recovery Association, Inc., may reimburse or indemnify itself from the funds held in trust under the bond for any loss sustained by the ARA by such acts of its members as hereinafter set forth.

**Officers/Directors** – The individual officers and/or Directors of the ARA may be reimbursed or indemnified from the funds held in trust under this bond for any individual loss sustained by such officer or director, in his said capacity, by acts of an ARA member, other than his/their own, as hereinafter set forth.

### 2. WHAT ACTIONS ARE COVERED

The following actions, causing loss to the insured, are covered:

(1) Loss of Money, Securities or other property sustained by the Insured, up to the amount of this Bond, resulting directly from one or more fraudulent or dishonest acts committed by any member of the ARA, or an employee of said member, resulting from an assignment by the insured of a repossession to said member.

Dishonest or fraudulent acts are defined to mean such acts committed by an ARA member, or an employee of said member, with the manifest intent to cause the Insured to sustain such loss and to obtain financial benefit to or for the member of his employee other than the salary, bonus, commission or other benefits or emoluments earned in the normal course of employment and whether acting alone or in collusion with others.

(2) Loss due to acceptance by a Customer of an ARA member's check which is dishonored upon presentation, said checking being in payment of funds collected in behalf of said customer by the ARA member.

### 3. CONDITIONS, LIMITATIONS & EXCLUSIONS

(1) Loss is covered only if reported within thirty (30)

days of occurrence, or within thirty (30) days of discovery if discovery occurs more than thirty (30) days after occurrence, but in no event shall loss be covered if reported more than ninety (90) days after occurrence.

(2) No suit for recovery under the terms of this bond shall be filed for a period of six months from the date of reporting loss, unless formal notice of rejections of claim to be sent to claimant prior to the expiration of such period. Thereafter, suit shall be filed within one year from the date of reporting loss for six months from the date of rejection of claim, which ever is shorter.

(3) This bond shall apply only to loss sustained within any stated of the W.S.A., or the district of Columbia.

(4) This bond shall not apply to loss sustained due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident thereto.

(5) This bond shall not apply to loss due to accounting or arithmetical error or omission or to loss or destruction of books of accounts or records.

(6) This bond shall not apply to a loss due to surrender of Money, Securities or other Property as a result of a threat to do bodily harm to any person or to cause damage to the premises of any ARA member.

(7) This bond shall not apply to a loss, whole or in part, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.

(8) This bond shall not apply to any claim for loss of potential income, including but not limited to interest and dividends not realized by the Insured because of a loss covered in the bond, nor for any damages other than direct compensatory damages arising from a loss covered under the bond, nor for the costs, fees, or other expenses incurred by the insured in establishing the amount or existence of costs.

(9) This bond shall not apply to loss due to nuclear radiation or radioactive contamination or to any act of incident or condition relative to the foregoing.

(10) The following definitions shall apply:

(a) "**Money**" is defined as currency, coins, bank notes and bullion, travelers checks and money orders.

(b) "**Securities**" is defined as all negotiable and non-negotiable instruments or contracts representing neither money nor property.

(11) In no event shall the bond be liable as respects Securities for more than the actual cash value thereof on the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided however, the actual cash of such other property held by the insured as a pledge, or as collateral for an

advance or loan shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance of loan, nor, in the absence of such record, the unpaid portion of the advance or loan accrued interest thereon at legal rates.

In no event shall ARA's liability under this section exceed the Loan Value of the vehicle as contained in the National Automobile Dealers Association (NADA) Official Used Car Guide, both for the month and region of repossession in which loss occurred, or reported if date of occurrence cannot be determined.

(12) In the event of any payment under this policy the ARA shall be subrogated to all the Insured's rights of recovery therefrom against any person or organization and the Insured shall execute and deliver instruments and papers and do whatsoever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

(13) The coverage afforded by this Bond shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

### DURATION OF COVERAGE

The coverage afforded by this instrument shall be for one year from effective date but may be extended, modifies, or otherwise revised on one or more occasions by subsequent actions of the Board of Directors of the ARA in which instance it shall not be necessary to rewrite the entire instrument, unless desired, by extensions or modifications may be effected by the riders(s).

All losses or claims under this instrument shall be bound by the provisions of the instrument or any subsequent rider in effect, only as of the date of loss, or date of discovery if date or loss cannot be ascertained, and shall not be affected by any subsequent extension or modification thereafter.

IN WITNESS WHEREOF The American Recovery Association, Inc. has caused this Bond to be executed on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

President